



**IT IS ORDERED as set forth below:**

**Date: April 6, 2021**

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**Sage M. Sigler  
U.S. Bankruptcy Court Judge**

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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

<b>IN RE:</b>	§	<b>CHAPTER 7</b>
	§	
<b>AMERICAN UNDERWRITING</b>	§	<b>Case No. 18-58406-SMS</b>
<b>SERVICES, LLC,</b>	§	
	§	
<b>Debtor.</b>	§	

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**STIPULATION AND CONSENT ORDER REGARDING UNSECURED  
CLAIMS ASSERTED BY CHUBB COMPANIES**

This Stipulation and Consent Order (the “Stipulation”) is entered into between S. Gregory Hays, Chapter 7 Trustee (the “Trustee”) for the bankruptcy estate (the “Estate”) of American Underwriting Services, LLC, Debtor (the “Debtor”) in the above captioned case (the “Bankruptcy Case”) and ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property and Casualty Insurance Company, Bankers Standard Insurance Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb

National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Indemnity Insurance Company of North America, Illinois Union Insurance Company, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company, and Westchester Surplus Lines Insurance Company (collectively, the “Chubb Companies” and with the Trustee, the “Parties”) by and through their undersigned counsel.

A. Each of the Chubb Companies timely filed a proof of claim asserting a claim in the amount of \$126,629.44 against the Debtor for premiums not remitted under a certain producer agreement as more particularly described therein, and such claims are currently set forth in the claims register as claim nos. 25-43 (collectively, the “Chubb Claims”).

B. Upon review of the Chubb Claims, the Trustee determined that each of the nineteen (19) Chubb Claims assert the same liquidated claim against the Debtor.<sup>1</sup>

C. For administrative convenience only, the Parties agree to stipulate that: 1) the Chubb Claims shall be consolidated into claim no. 25 in the amount of \$126,629.44; and 2) claim nos. 26 through 43 shall be deemed withdrawn.

NOW, THEREFORE, the Parties hereby STIPULATE and AGREE, and it is hereby ORDERED, ADJUDGED, and DECREED that:

1. for good cause shown, without the necessity of further notice or opportunity for a hearing thereon, the terms and agreements contained in the Stipulation are approved;

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<sup>1</sup> Each of the Chubb Claims specifically provides that the liquidated amount of each claim “is an aggregate of the amounts owed to all of the Chubb Companies, collectively” and that “[t]he Chubb Companies do not expect that the Liquidated Claim amount will be paid in the aggregate to each of the Chubb Companies.” Each Chubb Claim at ¶ 2.

2. upon Court approval of this Stipulation, for administrative convenience only, and without prejudice to the Chubb Companies' right to assert a claim for any Chubb Company against the Debtor, the Chubb Claims filed by ACE American Insurance Company, ACE Fire Underwriters Insurance Company, ACE Property and Casualty Insurance Company, Bankers Standard Insurance Company, Chubb Custom Insurance Company, Chubb Indemnity Insurance Company, Chubb National Insurance Company, Executive Risk Indemnity Inc., Executive Risk Specialty Insurance Company, Federal Insurance Company, Great Northern Insurance Company, Indemnity Insurance Company of North America, Illinois Union Insurance Company, Insurance Company of North America, Pacific Employers Insurance Company, Pacific Indemnity Company, Vigilant Insurance Company, Westchester Fire Insurance Company, and Westchester Surplus Lines Insurance Company are deemed consolidated into claim no. 25 in the amount of \$126,629.44 (the "Surviving Claim");

3. upon Court approval of this Stipulation and without prejudice to the Chubb Companies' right to assert a claim for any Chubb Company against the Debtor, the Surviving Claim shall be asserted by ACE American Insurance Company on behalf of itself and any other Chubb Companies or their affiliates;

4. for administrative convenience only, the Debtor and the Chubb Companies agree that upon Court approval of this Stipulation, claim nos. 26 through 43 shall be deemed withdrawn;

5. neither the Debtor nor the Trustee, or any other party in interest shall seek to have the Surviving Claim disallowed, reduced, or expunged solely on the basis that the Surviving Claim is asserted by ACE American Insurance Company on behalf of itself and any other Chubb Companies or their affiliates, rather than directly by any of the other Chubb Companies;

6. the Chubb Companies shall have the right to amend the Surviving Claim, at any time, as provided in this Stipulation, and any such amendment shall not be subject to any bar date for filing claims; and

7. the terms of this Stipulation imposed upon the Parties are hereby ordered and entered by this Court.

Consented and agreed to by the Parties, this 1st day of April, 2021.

LAW OFFICES OF HENRY F. SEWELL JR., LLC

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**Identification of parties to be served:**

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